



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

No. 18] CHANDIGARH, WEDNESDAY, FEBRUARY 12, 2020 (MAGHA 23, 1941 SAKA)

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 22nd October, 2019

No. 13/1/9672-HII(2)-2019/17290.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 49/2018, dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SONU KUMAR, HOUSE NO. 19/3, NEAR SECTOR 48, MOTOR MARKET, VILLAGE FAIDA NIZAMPUR, CHANDIGARH (Workman)

AND

1. BAKSHI HOUSE KEEPING & PERSONAL SERVICE, HOUSE NO.1480, PUSHPAK SOCIETY, SECTOR 49-B, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.

2. RAYAN INTERNATIONAL SCHOOL, SECTOR 49-B, CHANDIGARH THROUGH ITS PRINCIPAL (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by management No.1 as Conductor since 01.09.2012 and deployed as Conductor on the school buses of M/s Rayon International School, Sector 49, Chandigarh. He remained in continuous and uninterrupted employment upto 11.01.2018 when his services were illegally & wrongly terminated by refusing work. On 12.01.2018 the workman was refused work by management No.1 without assigning any reason & notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. Management No.1 has also violated the provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages and without any change in his service condition.

3. Management No.1 contested the case of the workman and filed written statement that the workman was working as Conductor with the management and was appointed in the year 2012 by the then management

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M/s Kartic Security & Detective Agency, who was earlier contractor/management with Ryan International School, Sector 49-B, Chandigarh. The answering management had taken the contract with Ryan International School in the year 2014 and the services of all the employees of earlier employer were continued as it is with the management. The answering management never terminated the services of the workman as the contract of answering management has already completed in the month of December 2017 and the answering management had paid the salaries to the employees till December 2017. After completion of the contract of answering management, new management had entered into contract with school authorities in January 2018 and the workman had started working with the new management. Ultimately, it is prayed that the claim of the workman be dismissed.

4. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the claim of the workman is bad for non-joinder of necessary parties ? OPM
3. Relief.

5. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

“The present reference may be disposed of as finally settled and award may be passed accordingly.”

The case taken in Lok Adalat. In view of above statement of learned representative for the workman, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.),

(ANSHUL BERRY),

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No.PB0095.

The 14.09.2019.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 15th October, 2019

No. 13/1/9673-HII(2)-2019/16901.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 50/2018, dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SANTOSH, HOUSE NO. 2542/1, SECTOR 49, CHANDIGARH (Workman)

AND

1. BAKSHI HOUSE KEEPING & PERSONAL SERVICE, HOUSE NO.1480, PUSHPAK SOCIETY, SECTOR 49-B, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.

2. RAYAN INTERNATIONAL SCHOOL, SECTOR 49-B, CHANDIGARH THROUGH ITS PRINCIPAL (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by management No. 1 as Conductor on 25.04.2017 and deployed as Conductor on the school buses of M/s Rayon International School, Sector 49, Chandigarh. He remained in continuous and uninterrupted employment upto 11.01.2018 when his services were illegally & wrongly terminated by refusing work. On 12.01.2018 the workman was refused work by management No.1 without assigning any reason & notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. Management No.1 has also violated the provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages and without any change in his service condition.

3. Management No. 1 contested the case of the workman and filed written statement that the workman was working as Conductor with the management and was appointed on 25.04.2017 by the management after coming into force. The answering management had taken the contract with Ryan International School in the year 2014. The answering management never terminated the services of the workman as the contract of answering management has already completed in the month of December 2017 and the answering management had paid the salaries to the employees till December 2017. After completion of the contract of answering management, new management had entered into contract with school authorities in January 2018 and the workman had started working with the new management. Ultimately, it is prayed that the claim of the workman be dismissed.

4. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the claim of the workman is bad for non-joinder of necessary parties ? OPM
3. Relief.

5. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

“The present reference may be disposed of as finally settled and award may be passed accordingly.”

The case taken in Lok Adalat. In view of above statement of learned representative for the workman, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

The 14.09.2019.

(Sd.) ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 15th October, 2019

No. 13/19674-HII(2)-2019/16898.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 51/2018, dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :

SANJAY, HOUSE NO. 38, NEAR SECTOR 47, VILLAGE FAIDA NIZAMPUR, CHANDIGARH
(Workman)

AND

1. BAKSHI HOUSE KEEPING & PERSONAL SERVICE, HOUSE NO.1480, PUSHPAK SOCIETY, SECTOR 49-B, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.

2. RAYAN INTERNATIONAL SCHOOL, SECTOR 49-B, CHANDIGARH THROUGH ITS PRINCIPAL (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by management No.1 as Conductor two years back and deployed as Conductor on the school buses of M/s Rayon International School, Sector 49, Chandigarh. He remained in continuous and uninterrupted employment upto 11.01.2018 when his services were illegally & wrongly terminated by refusing work. On 12.01.2018 the workman was refused work by management No.1 without assigning any reason & notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. Management No.1 has also violated the provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages and without any change in his service condition.

3. Management No.1 contested the case of the workman and filed written statement that the workman was working as Conductor with the management and was appointed two years back by the management after coming into force. The answering management had taken the contract with Ryan International School in the year 2014. The answering management never terminated the services of the workman as the contract of answering management has already completed in the month of December 2017 and the answering management had paid the salaries to the employees till December 2017. After completion of the contract of answering management, new management had entered into contract with school authorities in January 2018 and the workman had started working with the new management. Ultimately, it is prayed that the claim of the workman be dismissed.

4. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the claim of the workman is bad for non-joinder of necessary parties ? OPM
3. Relief.

5. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

“The present reference may be disposed of as finally settled and award may be passed accordingly.”

The case taken in Lok Adalat. In view of above statement of learned representative for the workman, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.),

(ANSHUL BERRY),

The 14.09.2019.

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd October, 2019

No. 13/1/9675-HII(2)-2019/17240.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 52/2018, dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PARMOD, HOUSE NO. 44, VILLAGE FAIDA NIZAMPUR, CHANDIGARH (Workman)

AND

1. BAKSHI HOUSE KEEPING & PERSONAL SERVICE, HOUSE NO.1480, PUSHPAK SOCIETY, SECTOR 49-B, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.

2. RAYAN INTERNATIONAL SCHOOL, SECTOR 49-B, CHANDIGARH THROUGH ITS PRINCIPAL (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by management No. 1 as Conductor on 15.11.2008 and deployed as Conductor on the school buses of M/s Rayon International School, Sector 49, Chandigarh. He remained in continuous and uninterrupted employment upto 11.01.2018 when his services were illegally & wrongly terminated by refusing work. On 12.01.2018 the workman was refused work by management No.1 without assigning any reason & notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. Management No. 1 has also violated the provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages and without any change in his service condition.

3. Management No. 1 contested the case of the workman and filed written statement that the workman was working as Conductor with the management and was appointed in the year 2008 by the then management M/s Kartic Security & Detective Agency, who was earlier contractor/management with Ryan International School, Sector 49-B, Chandigarh. The answering management had taken the contract with Ryan International School in the year 2014 and the services of all the employees of earlier employer were continued as it is with the management. The answering management never terminated the services of the workman as the contract of answering management has already completed in the month of December 2017 and the answering management had paid the salaries to the employees till December 2017. After completion of the contract of answering management, new management had entered into contract with school authorities in January 2018 and the workman had started working with the new management. Ultimately, it is prayed that the claim of the workman be dismissed.

4. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the claim of the workman is bad for non-joinder of necessary parties ? OPM
3. Relief.

5. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

"The present reference may be disposed of as finally settled and award may be passed accordingly."

The case taken in Lok Adalat. In view of above statement of learned representative for the workman, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.). . . .,

(ANSHUL BERRY),

Dated : 14-09-2020

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 22nd October, 2019

No. 13/1/9676-HII(2)-2019/17254.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947), read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 68/2016, dated 30.08.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :

PREM SINGH S/O SHRI HARI PARSAD R/O HOUSE NO.302, CHARAN SINGH COLONY, MAULI JAGRAN COMPLEX, UNION TERRITORY CHANDIGARH (Workman)

AND

MANIMAJRA GAS AGENCY, S.C.O. NO.821, NAC MANIMAJRA, UNION TERRITORY CHANDIGARH THROUGH ITS PROPRIETOR/MANAGER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he joined the services of the management with effect from 01.01.1994 and worked continuously without any interruption or break in service till 22.09.2014 when the management terminated the services by passing verbal orders of retrenchment. He was working as Mechanic-cum-Deliveryman and at the time of his retrenchment/termination, he was drawing wages at the rate ₹ 5,000/- per month. At the time of appointment he was not issued any appointment letter by the management. After more than five months the management issued an identity card dated 12.05.1994 to the workman. He was not enrolled under the ESI scheme and provident fund scheme. The management was not maintaining proper wages registers and attendance registers. The workman performed his duties with full dedication and upto the entire satisfaction of the management. He was never issued any show cause notice, warning, charge sheet or any other memo to question his work & conduct throughout his service period of twenty years, eight months and twenty one days. The workman was performing his duties from 8:00 A.M. to 7:00 P.M. i.e. eleven hours duty daily without any weekly off. Presently he was paid lump sum wages at the rate ₹ 5,000/- for 11 hours duty daily and without any weekly off, which was much below the rate of wages fixed by the Labour Department, Union Territory Chandigarh for Mechanic-cum-Deliveryman. The workman was raising the issue of implementation of labour laws i.e. payment of wages as per law and declared by the Labour Department, Union Territory Chandigarh from time to time, payment of double over time of three hours duty daily and weekly off days, enrolment under ESI and Provident Fund schemes. Instead of implementation of labour laws, the management started threatening the workman to stop raising the issue of implementation of labour laws etc. otherwise he will be thrown out of the services of the organisation. Verbal order of retrenchment of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently *mala fide* as the workman had performed his duties for twenty years eight months and twenty one days continuously so he was entitled for notice pay and retrenchment compensation but the same was neither offered nor paid in violation of provisions of Section 25-F of the ID Act. Juniors to the workman were retained in service in violation of Section 25-G of the ID Act. The retrenchment of the workman is not retrenchment simplicitor but retrenchment by way of punishment as the workman was raising the issue of implementation of labour laws. Nature of duties, which the workman was performing is permanent and regular one. The management did not make the payment of earned wages for the month of August 2014 till 22.01.2014. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. The management contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer as the workman had not worked with the management. Status of the workman with the management is purely on daily wage and there is no procedure to keep the worker on permanent basis. On merits, it is pleaded that the workman is neither employee of the management nor he had worked with the management in any manner as such no question arise to terminate the services of the workman. False and projected story has been made only to extract money. The management had never issued any identity card. I-card is forged and procured by the workman by manipulating the same. The management has no record of ESI and PF scheme in respect of the workman as the workman never worked with the management. The management never violated the rules and regulation of Section 25-F and 25-G of the ID Act. Other averments of the case of the workman were denied and ultimately, it is prayed that claim of the workman be dismissed.

4. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether there is no relationship of employer & employee between the parties ? OPM
2. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
3. Relief.

5. In support of the case, the workman stepped into the witness box as AW1 and closed the evidence. On the other hand, the management examined Shri Terry Bedi-GPA Holder of Ms. Kiran Bedi-Proprietor as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE No. 1 & 2 :

7. Onus to prove issue No.1 was on the management whereas onus to prove issue No.2 was on the workman but both these issues are taken up together to avoid repetition of discussion. In order support of the case, learned representative for the workman has examined the workman as AW1, who deposed that he joined the services of the organisation with effect from 01.01.1994 and worked continuously till 22.09.2014 when his services were retrenched/terminated by passing verbal orders. He was appointed as Delivery Man and was issued identity card dated 12.05.1994, copy of which is Exhibit 'W5'. His designation was changed with effect from 06.06.1995 from Deliveryman to Mechanic-cum-Deliveryman. He further deposed that at the time of retrenchment/termination, he was working as Mechanic-cum-Deliveryman and was drawing wages at the rate ₹ 5,000/-per month. At the time of his appointment, he was not issued any appointment letter by the management. He was performing his duties from 8:00 A.M. to 7:00 P.M. daily without any weekly off. He further deposed that he was raising the issue of implementation of labour laws so the management started threatening the workman to stop raising the issue of implementation of labour law otherwise he will be thrown out of the services of the organisation.

8. Learned representative for the workman has argued that he had joined the services of the management on 01.01.1994 and worked continuously without any break till 22.09.2014. At the time of termination of service, he was working as Mechanic-cum-Deliveryman and drawing wages at the rate ₹ 5,000/- per month. At the time of joining he was not issued any appointment letter and after more than five months he was issued identity card, copy of which is Exhibit 'W5'. The workman was performing his duties to the satisfaction of the management. The workman was performing his duties on regular basis for eleven hours daily without any weekly off. The worker raised the issue of implementation of labour laws i.e. payment of wages as per law. The management started threatening the workman to stop raising the issue of implementation of law. He further agued that since the management neither issued any notice nor paid any notice pay and retrenchment compensation to the workman at the time of termination so there is violation of provisions of Section 25-F of the ID Act. He argued that verbal order of retrenchment/termination of the workman is illegal, unjustified, against the principles of natural justice and highly arbitrary. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned repesetnative for the management has examined Shri Terry Bedi-GPA Holder of Ms. Kiran Bedi-Proprietor as MW1, who deposed that there is no relationship of employee and employer as the workman had not worked with the management in any manner. The identity card is forged and procured one as the same was not signed by the authorised person of the management. The workman had project a false and frivolous story with sole motive to harass the management for the reasons best known to him. The status of the workman with the management is purely on daily wages and there is no procedure to keep the worker on permanent basis. Some outsider had provoked the worker to raise false and baseless claim for the purpose of playing fraud upon this Court and blackmailing the management for extorting money. He further deposed that the workman never worked with the management so no question arises to terminate the services of the workman by the management. The management never violate rules and regulation of Section 25-F and 25-G.

10. Learned representative for the management has argued that the workman never worked under the management. There is no relationship of employer-employee. The workman has projected a false and frivolous story with a motive to harass the management so he is not entitled for rejoining the job of the workman. Identity card alleged by the workman is forged and fabricated. He prayed for dismissal of the present industrial dispute.

11. After giving any careful consideration to the rival contention of both the sides, I find that as per averments made in the statement of claim, the workman is alleging himself employee of the management since 1994 and in order to prove his assertions he placed on record copy of identity card Exhibit 'W5' issued by the management and he also placed reliance on copy of gate pass slips Mark 'A' which bear the signatures of the workman in column of Deliveryman and gate passes belong to the year 2010, 2009 and 2007. On the other hand, plea raised by the management that the workman is not employee. In order to substantiate his arguments the management has not placed on record even a single documents and has not produced any attendance register of other employees from which it can be ascertain that the workman was not their employee rather in their reply to the statement of claim it is admitted by the management that status of the workman with the management is purely on daily wages and there is no procedure to kept the workman on permanent basis. Meaning thereby the management is themselves taking contradictory plea. In one way he denying the relationship on the other hand it is admitting the workman as daily wager.

12. Further the workman is placing reliance on identity card and management is stating that the identity placed on record by the workman is forged and fabricated and manipulated by the workman. No evidence has been led by the management to prove that identity card is forged and fabricated. Moreover, the workman has placed on record Mark 'A' which bears his signatures. The management failed to examine the Handwriting Expert to prove that the gate passes does not bears the signatures of the workman and Godwon Keeper of the management. Moreover, it is admitted by the management's witness that he has not annexed any document with regard to employee of the management and he had not made any complaint to the authority with regard to forged identity card made by the workman, which is alleged to be issued by the management. The management maintain the record of its employees which reflects in the supply register of the management but failed to produce any record. From the perusal of the oral as well as documentary evidence as per identity card and slip it is proved on record the workman is employee of the management and his services were terminated illegally by the management. This issue is decided in favour of the workman and against the management.

RELIEF :

13. In the light of findings on the issues above, this industrial dispute is allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated: 30-08-2019.

(Sd.). . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No. PB0095.

Secretary Labour,
Chandigarh Administration.

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